

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30						1. Requisition Number		Page 1 Of 40							
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W58RGZ-07-R-0506		6. Solicitation Issue Date 2007MAY24							
7. For Solicitation Information Call:		A. Name LEROY E WEAVER				B. Telephone Number (No Collect Calls) (256) 876-4183		8. Offer Due Date/Local Time 2007JUN28 02:30pm							
9. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-OS-S REDSTONE ARSENAL AL 35898-5280		Code W58RGZ		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Emerging Small Business <input type="checkbox"/> 8(A) <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> Service-Disabled Veteran-Owned Small Business NAICS: 334290 Size Standard: 11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule 12. Discount Terms <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700) 13b. Rating DOA1											
e-mail: LEE.WEAVER@REDSTONE.ARMY.MIL				14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP											
15. Deliver To SEE SCHEDULE		Code		16. Administered By Code											
Telephone No.				SCD: PAS:											
17. Contractor/Offeror		Code		Facility		18a. Payment Will Be Made By Code									
Telephone No.				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum											
19. Item No.		20. Schedule Of Supplies/Services SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)				21. Quantity		22. Unit		23. Unit Price		24. Amount			
25. Accounting And Appropriation Data														26. Total Award Amount (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. <input type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.															
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 1 Copies To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.										<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:					
30a. Signature Of Offeror/Contractor						31a. United States Of America (Signature Of Contracting Officer)									
30b. Name And Title Of Signer (Type Or Print)				30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)				31c. Date Signed					
Authorized For Local Reproduction Previous Edition Is Not Usable														Standard Form 1449 (Rev. 3/2005) Prescribed By GSA-FAR (48 CFR) 53.212	

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account No.		39. S/R Voucher Number	40. Paid By		
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

A-1 The Government has a requirement for the award of a five year Indefinite Delivery Indefinite Quantity (IDIQ) contract for a GPS message router. This procurement is structured in two phases. The first phase will be awarded based upon full and open competition to select up to two contractors for the delivery of four (4) production representative hardware samples and functional demonstration software. The intent of the Phase I effort is to promote competition through the delivery and initial Government evaluation of actual product samples. The selection criteria to be used in the RFP for selection of the two (maximum) winners for the current competitive Phase I awards are the following: Technical (technical approach and technical compliance); Price (price realism, and projected unit price); Production Capabilities (contractor/sub-contractor management, configuration management, and production/manufacturing/quality control); and Past Performance. Only the two winners of this Phase I competition will be eligible to submit proposals for Phase II of the GMR contracting requirement. The Government anticipates awarding the Phase I procurement for firm-fixed price contracts to two offerors. The hardware deliverables associated with this contract are for a commercial-off-the-shelf (COTS) or modified commercial hardware solution to the requirements of GMR performance specification (AVNS-PRF-10824). Competition for this requirement will be limited to contractors who satisfy the following three requirements:

- Contractor must be Free from Foreign Ownership, Control and Influence (FOCI).
- Contractor must have a facility clearance of SECRET or higher in accordance with DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM).
- Contractor is required to have a COMSEC account established by the US Government. This requirement is specified in DOD 5220.22A, Communications (COMSEC) Security Annex.

The Phase II procurement is for a 5-year IDIQ production contract that will be limited to the offeror(s) selected for the Phase I effort. The estimated total lifetime hardware purchases from the Phase II contract will be 6,000 units. The Government will release a Phase II RFP with a production statement of work to the selected offeror(s) approximately 45-60 days prior to the specified delivery date for the Phase I hardware samples. This will allow the offeror(s) to submit their Phase II proposal with the delivery of the four GMR hardware samples required as deliverables for Phase I. The RFP will require the offeror to provide pricing data to perform the production statement of work and provide GMR unit price data. The contractor with the lowest price and technically acceptable hardware, as determined through the performance of limited Government acceptance testing, will be awarded the Phase II production contract.

- A-2 a. Pricing information required - include in Section B, Schedule pages, fully filled in at each CLIN level, to include the unit price and the total for that CLIN.
- b. Lead times and maximum quantity per month or manufacturing period.

A-3 MULTIPLE CONTRACT AWARD

It is the Government's intent to award two contracts to separate bidders for the Phase I effort. At the end of phase I, the Government will down-select, through the use of the criteria provided below to select one contractor for the Phase II Production contract. The Phase II Production Phase competition will be limited to the contractor(s) who are awarded the Phase I contract(s). Please note that the Government reserves the right to award to only one contractor for the Phase I effort.

A-4 NOT-TO-EXCEED FUNDING

The funds available for Phase I are \$600,000, a maximum of \$300,000 for each contract. The amount of funds available for each contractor depends on the number of contractors selected. No additional funds are anticipated for this effort; therefore, if the proposed contractor does not manage his program to the money, this may impact their selection for the Phase II Production contract.

A-5 EDM GMR PHASE II INFORMATION

Down-Select Criteria for Phase II (For information only)

The following is provided to potential contractors for information and planning purposes only. These criteria are subject to change prior to the GMR Production Phase II RFP release.

Only the offeror(s) selected for the Phase I effort will be considered for the Phase II production contract award. In order to be considered for the Phase II down select the offeror(s) from the Phase I effort must submit functionally acceptable GMR hardware (hardware samples shall be a product of the Phase I contract) as determined by the performance of product acceptance testing, final pricing data, and test hardware and/or software IAW the requirements as stated below.

The acceptance testing consisting of the contractor performed functional performance demonstration and limited Government compliance testing will be conducted immediately after deliver of the Phase I GMR hardware samples (approximately six months after Phase I award).

The Government phase of the GMR acceptance test will occur over a two month period. Equipment (hardware and software) utilized by the offeror in the conduct of the functional performance demonstration shall be retained by the Government to verify GMR functionality throughout the conduct of the Government test phase.

The Government will release a Phase II RFP with a production statement of work to the selected offeror(s) approximately 45-60 day prior to the specified delivery date for the Phase I hardware samples. This will allow the offeror(s) to submit their Phase II proposal with the delivery of the four GMR hardware samples. The RFP will require the offeror to provide pricing data to perform the production statement of work and provide GMR unit price data IAW the RFP. The contractor with the lowest price and technically acceptable hardware, as determined by Government acceptance testing (including the results of the hardware functional performance demonstration),

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will be awarded the Phase II production contract.
 If the offeror's GMR hardware fails to meet the minimum level of acceptable performance as determined through the performance of the limited Government acceptance tests (specific test requirements and criteria are specified below), the Government reserves the right to consider allowing the offeror to correct minor deficiencies as determined by the Government.

Test Requirements/Criteria for Phase II Downselect
 The offeror shall submit GMR hardware with pricing data that will pass the GMR dimensions/weight and Government Safety of Flight acceptance testing requirements of the GMR specification, AVNS-PRF-10824, as defined below:

- Paragraph 3.2.5/4.2.5 - Dimensions. This requirement will be used as pass/fail criteria with maximum allowable dimension of 6 inches in height, by 6 inches in width (not including connector), by 10 inches in depth. The Government will fail the GMR hardware if the above dimensions are exceeded.
- Paragraph 3.2.6/4.2.6 - Weight. This requirement will be used as pass/fail criteria with a maximum allowable weight of 9 pounds. The Government will fail the GMR hardware if the weight exceeds 9 pounds.
- Paragraph 3.3.7/4.3.7 - Combined Environmental Effects - Temperature range for this test will be -15oF (-26oC) to +160oF (+71oC).
- Paragraph 3.3.8.3/4.3.8.3 - Crash Hazard Shock
- Paragraph 3.3.9.1 (b)/4.3.9.1 - Flight Vibration
- Paragraph 3.3.10/4.3.10 - Explosive Atmosphere - Temperature range for this test will be -15oF (-26oC) to +160oF (+71oC).
- Paragraph 3.3.11.1.8/4.3.11.1.8 - Electromagnetic Emissions, CE101, CE102, and RE 102.
- Paragraph 3.3.11.2/4.3.11.2 - EMC - If the offeror's hardware fails to pass the above Electromagnetic Emissions test, the Government may elect to determine the acceptability of the offeror's hardware to this requirement by performing a modified EMC test. To be used during the testing above, the offeror shall provide functional test hardware and/or software that can be utilized by the Government to assure the hardware is functioning IAW GMR specification, AVNS-PRF-10824. The GMR test hardware, as a minimum, shall assure the GMR is functioning IAW the GMR specification, AVNS-PRF-10824, for the following paragraphs as defined below:
- Paragraph 3.1.1 - Global Positioning System (GPS). Demonstrate GPS functionality for the embedded GPS cards only (Commercial and SAASM) by displaying GPS position and time.
- Paragraph 3.2.7.4 - Data Ports. Demonstrate Ethernet, Serial, and USB port functionality.

A-6 For a copy of the CDRLs/DD254 (email) and CD specifications (mail) please email lee.weaver@redstone.army.mil.

*** END OF NARRATIVE A 0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>GPS MESSAGE ROUTER (GMR)</u></p> <p>4</p> <p>NOUN: GPS MESSAGE ROUTER (GMR) SECURITY CLASS: Unclassified</p> <p>DELIVERIES OR PERFORMANCE</p> <p>QTY DEL DATE</p> <p>4 6 MONTHS AFTER AWARD OF CONTRACT</p> <p>FOB POINT: Origin</p> <p>SHIP TO: WILL BE PROVIDED IN THE SECOND RFP</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICES LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p>	4	EA	\$ _____	\$ _____
0002	<p><u>DATA ITEMS</u></p> <p>NOUN: DATA ITEMS SECURITY CLASS: Unclassified</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p>		EA	\$ ** NSP **	\$ ** NSP **

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK

Air Warrior (AW) Electronic Data Manager (EDM)
Global Positioning System Message Router (GMR)

1. Scope.
- This Statement of Work (SOW) establishes the requirements for the fabrication and delivery of four Global Positioning System (GPS) Message Router (GMR) product samples. The GMR is intended to replace three current Electronic Data Manager (EDM) A-kit components (1) EDM HUB - Tactronics 6 Port Ethernet Switch, Product Number ETH-SWT-003, (2) EDM Micro-Router - Raytheon Mini-Router, Part Number 6137658-101, and (3) EDM GPS - AN/PSN-11(V)1, Navigation Set, Satellite Signals - Part Number 822-0077-103, and meet the requirements of the EDM GMR Item Specification (IS), AVNS-GMR-10824.
- 1.1 Background.
- The GMR will be an essential part of the EDM program. The EDM program was initiated in response to a user requirement stated in the Air Warrior Operational Requirements Document approved 1 Jul 96 (Change 2, Jan 2002). The EDM system provides the capability to perform weight and balance, performance planning, and other computations currently performed using the CPU-26A/C (or E6B) circular slide-rule aviation computer and will provide the individual aviator with an automation capability to maintain and inscribe in-flight information and notes similar to the function currently accomplished using the aviators kneeboard. The device will also allow the aviator to rapidly enter and retrieve information prior to and during flight without the need for traditional pen and paper and will have the ability to electronically display aircraft digitized checklists. One of the most important requirements of the EDM is the electronic flight computer that allows limited offsite/en-route mission planning, a digital moving map display, and allows en-route threat weapon and threat radar range and dead-space analysis. The EDM flight computer when interfaced with Blue Force Tracking (BFT) also provides real-time Situation Awareness (SA) information similar to Force XXI Battle Command, Brigade-and-Below (FBCB2). The EDM when integrated with BFT will aid in the reduction of accidental killing of friendly forces and will accelerate targeting decisions and greatly improve the safety of friendly forces that stray from assigned ground or air space.
2.
- Applicable Documents. All top-level documents are listed in the Contract Document Summary List (DSL), by number, title, and date. The document versions specified on the DSL take precedence over the generic references (without revision letters) cited in the SOW.

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3. REQUIREMENT.

3.1 GMR PRODUCT SAMPLES.

The contractor shall deliver four (4) production representative GMR samples. The sample hardware shall meet the requirements identified in AVNS-GMR-10824. The contractor shall assign serial numbers to all GMR Units. Serial numbers for type designed units, groups and sets shall be assigned and affixed to the equipment as follows:

- a. The serial number shall consist of three prefix letters, without a dash, followed by a five digit number.
- b. A five digit number shall be assigned to each Line Replacement Unit (LRU). This number shall begin with 00001 and shall continue sequentially (00002, 00003, etc. through 99999) without gaps, for each delivered item (including Government procured spares) having the same type designation. Numbers shall run consecutively regardless of the assigned serial number prefix letters.
- c. Additional serial number assignment requirements to support SAASM Accountability, including association at manufacture, shall be accomplished in accordance with the Integrated Logistics Support (ILS) Input to Host Platform Maintenance Concepts for Ground-Based GPS Receiver Application Module (GB-GRAM) (Objective).

The contractor shall utilize the government GFE provided GB GRAM as one of the GPS engines required for the EDM GMR. The contractor shall establish a Selective Availability Anti-Spoofing Module (SAASM) Account if one is not already held.

3.2 GMR TEST SOFTWARE DEVELOPMENT.

The contractor shall develop test software IAW DI-MCCR-80700 that will operate on the EDM GMR computer and submit IAW CDRL A001. The contractor shall also verify input/output requirements of the embedded GB-GRAM IAW ICD-GPS-153. The test software shall be capable of demonstrating the GMR functionality requirements of the following AVNS-GMR-10824 paragraphs:

- \b7 Paragraph 3.1.1 - Global Positioning System (GPS). Demonstrate GPS functionality for the embedded GPS cards only (Commercial and SAASM) by displaying GPS position and time.
- \b7 Paragraph 3.2.7.4 - Data Ports. Demonstrate Ethernet, Serial, and USB port functionality.

This software is intended for ground test/demonstration purposes only, and is not intended to be used in the final GMR application.

3.3 SYSTEM ENGINEERING STUDIES/SERVICES.

The contractor shall prepare an Interface Control Document that will address requirements for all internal and external interfaces required of the EDM GMR. At a minimum, the ICD shall specify all physical characteristics, interfaces and mounting considerations (including size, weight, and mounting orientation and/or airflow requirements/limitations); electrical connectors and associated pin outs for each electrical interface; and all applicable protocols and data formats/interfaces available for accessing and communicating with the internal commercial GPS. The ICD shall be prepared and submitted IAW DI-CMAN-81248 and CDRL A003. In addition, the contractor shall support technical interchange meetings with the government and suppliers for EDM system components that will have a direct interface with the EDM GMR. For pricing purposes, the contractor shall propose to support a minimum of three EDM technical interchange meetings in Huntsville, AL. PM-AW may elect to conduct flight assessments of the selected EDM GMR after Airworthiness testing. To support these flights and Airworthiness testing the contractor shall perform a preliminary EDM GMR System Safety Assessment and submit a System Safety Assessment Report. This task shall be performed and submitted IAW DI-SAFT-80102 and CDRL A002.

3.4 DEMONSTRATION PLAN.

The contractor shall also develop a Demonstration Test Procedure (DTP) IAW DI-NDTI-80603 and submit IAW CDRL A004. The DTP shall provide detailed instructions/procedures for the performance and use of the GMR demonstration software required IAW paragraph 3.2.

3.5 Environmental.

All contractor and subcontractor activities shall be in compliance with applicable federal, state, and local environmental laws and regulations. The contractor shall not use any Class I Ozone Depleting Chemical/Ozone Depleting Substance (ODC/ODS) (identified at <http://www.epa.gov/ozone/ods.html>) in the manufacture of items required by this SOW, unless a waiver is obtained from the Government. The Contractor shall identify any ODC/ODS materials and/or any substances listed in EPA 17 list (available at <http://www.epa.gov/opptintr/3350/33finbl.htm> <<http://www.epa.gov/%20opptintr/3350/33finbl.htm>>) contained in the delivered product. The contractor shall provide immediate notification of any proposed hazardous material mitigation/elimination efforts that may adversely impact schedule, cost, or performance.

3.7 . PROGRAM MANAGEMENT.

3.7.1 INTEGRATED REVIEWS.

The contractor shall conduct and participate in the following meetings/reviews. A start of work meeting, an In Process Review (IPR), and the GMR product demonstration review. The contractor shall submit a proposed meeting agenda 7 days before each meeting/review and minutes/action items as described below.

3.7.1.1 START OF WORK MEETING.

The contractor shall host a Start of Work meeting not later than 15 days after contract award. The contractor shall prepare a report of minutes and action items IAW DI-ADMN-81505 and CDRL A005.

3.7.1.2 IN PROCESS REVIEW (IPR).

The contractor shall conduct an IPR not later than 60-90 days after contract award for the GMR. The IPR is intended as a product status review and is intended as an opportunity to further assess the adequacy of the proposed GMR solution to meet AVNS-GMR-10824. The IPR shall include, at a minimum, an updated system description, an updated compliance matrix with supporting rationale, preliminary safety hazards list, and a preliminary overview of the demonstration test procedures and associated software products. A report of minutes and action items from the IPR shall be prepared and submitted IAW DI-ADMN-81505 and CDRL A005.

3.7.1.3 GMR PRODUCT DEMONSTRATION.

The contractor shall provide the required hardware samples not later than 180 days after contract award and support the planning and execution of the GMR functional performance demonstration to be conducted at Redstone Arsenal, AL. The contractor shall provide test software that can be loaded on a computer to verify the GMR meets the specified functional/interface requirements as specified in

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paragraph 3.2 above. The demonstration shall be a maximum of three (3) days. The contractor support shall include loading the test software on the computer and providing Government training in the set-up, installation and operation of the GMR prototype.

3.7.1.4 PROGRAM FINAL REPORT.

The contractor shall prepare a final report of the product demonstration described in 3.7.1.3. The report shall include a summary of results of the verification activities and risk assessment of the hardware / software integration of the EDM GMR. This report shall be prepared and submitted in accordance with DI-MISC-80508 and CDRL A006.

3.8 GOVERNMENT FURNISHED PROPERTY. The Government will arrange to furnish the property listed below.

3.8.1 GOVERNMENT FURNISHED INFORMATION.

- a. Blue Force Tracker Type 1 COMSEC Interface Control Document - D39903A_ICD_Version 1.0; dated 3 November 2006 or later.
- b. Users Manual for the Star uRouter (4 Port) dated 7 June 2006 or later.
- c. Adapter Plate drawing Dwg 040414
- d. Performance Specification for the Electronic Data Manager (EDM) Air Warrior Block 2; PRF-EDM-101498; dated 31 January 2006 or later.
- e. MT-2011 Document.; Comtech Messaging System (CMS) Guide to the Agent and Transceiver; dated March 19, 2002 or later.
- f. Operators Manual; Model TSC-750M Portable Computer; M365-479. Dated Feb 2004 or later.
- g. MIL-PRF-GB-GRAM-300; dated 18 December 2002 or later.
- h. EKMS 603/ON477312
- i. ICD-GPS-153; GPS User Equipment Interface Control Document for the RS-232/RS-422 Interface of DoD Standard GPS UE Radio Receivers; with IRN-001 dtd 13 April 2006 or later

3.8.2 GOVERNMENT FURNISHED EQUIPMENT.

<u>Item</u>	<u>Part Number</u>	<u>Qty</u>
a. GB GRAM	987-1856-023	1
b. GPS Antenna	S67-1575-86	1
c. Common Fill Device	KYK-13 or KOI-18	1

*** END OF NARRATIVE C 0001 ***

Name of Offeror or Contractor:

PACKAGING AND MARKING

	Regulatory Cite	Title	Date
1	52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUL/2001
If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.			

(End of Clause)

2	52.247-4700	BAR CODE MARKINGS (USAAMCOM)	JUN/2003
Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbolology Specification - Code 39.			

(End of Clause)

Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246- 2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
2	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-15	STOP-WORK ORDER	AUG/1989
2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
3	52.247-29	F.O.B. ORIGIN	FEB/2006
4	52.247-61	F.O.B. ORIGIN--MINIMUM SIZE OF SHIPMENTS	APR/1984

Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
1 52.242-4001	PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM)	OCT/2000
(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the PRON number when cited in the contract.		

(b) The mailing address for the distribution of DD Form 250 (MIRR) to the National Inventory Control Point/Inventory Control Manager is as follows:

Commander
U.S. Army Aviation and Missile Command
ATTN: AMSAM-AC-LS
Redstone Arsenal, AL 35898-5000

(c) When the solicitation includes Foreign Military Sales (FMS) requirements, the Contractor shall forward one (1) copy of the DD Form 250 (MIRR) and one copy of the shipping document to the Foreign Military Sales Representatives at the following address:

Commander
U.S. Army Aviation and Missile Command
ATTN: AMSAM-SA
Redstone Arsenal, AL 35898-5000

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SPECIAL CONTRACT REQUIREMENTS
H-1. DD254 FORM - SEE SECTION J ATTACHMENTS (DD254) FOR DETAILS OF SECURITY REQUIREMENTS.

*** END OF NARRATIVE H 0001 ***

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Name of Offeror or Contractor:

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212- 4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	FEB/2007
2	52.249- 2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
3	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
4	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
5	252.222-7006	COMBATING TRAFFICKING IN PERSONS	OCT/2006
6	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
7	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2007
8	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
9	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE III	MAY/2002

10	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JUN 2006) - ALTERNATE I	FEB/2000
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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause(s), which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 x (1) 52.233-3, Protest After Award (Aug 1996)(31 U.S.C. 3553).

 x (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (If the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).

 (4) (RESERVED)

 (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

 (ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

 (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

 (ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

 (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3));

 (8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005) (15 U.S.C. 637(d)(4)).

 (ii) Alternate I (Oct 2001) of 52.219-9.

 (iii) Alternate II (Oct 2001) of 52.219-9.

 (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

 (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323). Not used by the Department of Defense.

 (ii) Alternate I (Jun 2003) of 52.219-23

 (11) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Oct 1999)

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(Pub. L. 103-355, Section 7102, and 10 U.S.C. 2323).

_____ (12) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, Section 7102, and 10 U.S.C. 2323).

_____ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

 x (14) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

 x (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

 x (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

 x (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

 x (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

 x (19) 52.222-36, Affirmative Action for Workers With Disabilities (Jun 1998) (29 U.S.C. 793).

 x (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

 x (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

 x (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

_____ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962 (i)(2)(C)).

 x (23) 52.225-1, Buy American Act -- Supplies (Jun 2003) (41 U.S.C. 10a-10d).

_____ (24)(i) 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act (Jun 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub L. 108-77, 108-78, 108-286, and 109-53);

_____ (ii) Alternate I (Jan 2004) of 52.225-3.

_____ (iii) Alternate II (Jan 2004) of 52.225-3.

_____ (25) 52.225-5, Trade Agreements (Jun 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_____ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.O.S., proclamations, and statutes administered by the Office of Foreign Assets Control of the department of the Treasury).

_____ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

_____ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

_____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_____ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 x (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contract Registration (Oct 2003) (31 U.S.C. 3332).

_____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

_____ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

_____ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

_____ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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_____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

_____ (1) 52.222-41, Service Contract Act of 1965, As amended (Jul 2005) (41 U.S.C. 351, et seq.)

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers With Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items, a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

11 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding -0- dollars.
(b) The maximum amount of which the Government shall be liable if this contract is terminated is -0- dollars.

12 52.244- 6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAR/2007
(a) Definitions. As used in this clause --

"Commercial item", as used in this clause, has the meaning contained in Federal Acquisition Regulation 2-101, Definitions.

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"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplies under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Sep 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006), not applicable to the Department of Defense.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

13 52.245- 2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEV 99-00012) MAY/2004
(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon

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the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

- (b) Changes in Government-furnished property.
 - (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.
 - (2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-
 - (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or
 - (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.
- (c) Title in Government property.
 - (1) The Government shall retain title to all Government-furnished property.
 - (2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
 - (3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.
 - (4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract-
 - (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
 - (ii) Title to all other material shall pass to and vest in the Government upon-
 - (A) Issuance of the material for use in contract performance;
 - (B) Commencement of processing of the material or its use in contract performance; or
 - (C) Reimbursement of the cost of the material by the Government, whichever occurs first.
 - (d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
 - (e) Property administration.
 - (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.
 - (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.
 - (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
 - (4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

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(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for-

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraph (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap (to which the Government has obtained title under paragraph (c) of this clause). --

(i) Contractor with an approved scrap procedure. --

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that --

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the acquisition cost.

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable a reasonable restock fee that is consistent with the supplier's customary practices).

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules. --

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- (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify --
- (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and
- (B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.
- (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.
- (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for --
- (A) Special test equipment with commercial components;
- (B) Special test equipment without commercial components;
- (C) Printing equipment;
- (D) Computers, components thereof, peripheral equipment, and related equipment;
- (E) Precious Metals;
- (F) Nonnuclear hazardous materials or hazardous wastes; or
- (G) Nuclear materials or nuclear wastes.
- (iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.
- (4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than --
- (i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;
- (ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or
- (iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.
- (5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.
- (6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.
- (7) Storage. --
- (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.
- (ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

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(8) Disposition instructions. --

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, delivery f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property. --

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(1) Overseas contracts. If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

14 52.252- 2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses:

<http://www.acqnet.gov/far>

DFARS Clauses:

<http://www.osd.mil/dpap/dars/dfars/index.htm>

Clause Deviations:

<http://www.acq.osd.mil/dpap/dars/classdev/index.htm>

(End of clause)

15 52.252- 6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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16 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR APR/2007
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_____ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

_____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416)

_____ 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (Apr 2007) (15 U.S.C. 637)

_____ 252.219-7004 Small Business Subcontracting Plan (Test Program) (Apr 2007) (15 U.S.C. 637 note.)

_____ 252.225-7001 Buy American Act and Balance of Payments Program (Jun 2005) (41 U.S.C. 10a-10d, E.O. 10582)

_____ 252.225-7012 Preference for Certain Domestic Commodities (Jan 2007) (10 U.S.C. 2533a).

_____ 252.225-7014 Preference for Domestic Specialty Metals (Jun 2005) (10 U.S.C. 2533a).

_____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (Jun 2005) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Mar 2006)(Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

_____ 252.225-7021 Trade Agreements (Mar 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C. 2779)

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755)

_____ 252.225-7036 (i) Buy American Act--Free Trade Agreements--Balance of Payments Program (Mar 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) Alternate I (Jan 2005) of 252.225-7036.

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Jun 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

_____ 252.227-7015 Technical Data - Commercial Items (Nov 1995) (10 U.S.C. 2320)

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321)

_____ 252.232-7003 Electronic Submission of Payment Requests (Mar 2007)(10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (Sep 2006)(Section 1092 of Pub. L. 108-375).

_____ 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)

_____ 252.247-7023 (i) Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).

(ii) Alternate I (Mar 2000) of 252.247-7023.

(iii) Alternate II (Mar 2000) of 252.247-7023.

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Name of Offeror or Contractor:

(iv) Alternate III (May 2002) of 252.247-7023.

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items clause of this contract, (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

_____ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (Apr 2003) (10 U.S.C. 2533a)

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (Sep 2006)(Section 1092 of Public Law 108-375).

_____ 252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631)

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631)

(End of clause)

17 252.215-7004 EXCESSIVE PASS-THROUGH CHARGES

APR/2007

(a) Definitions. As used in this clause--

Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

No or negligible value means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added substantive value to the contract or subcontract in accomplishing the work performed under the contract.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Performance of work by the Contractor or a subcontractor.

(1) If the Contractor changes the amount of subcontract effort identified in its proposal such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the Contractor shall provide the Contracting Officer with a description of the value added by the Contractor as related to the subcontract effort.

(2) If any subcontractor identified in the proposal changes the amount of lower-tier subcontractor effort such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(3) If any subcontractor not identified in the proposal subcontracts to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist--

(1) For fixed-price contracts, the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price; and

(2) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in Subpart 31.2 of the Federal Acquisition Regulation (FAR) and Subpart 231.2 of the Defense FAR Supplement.

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(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract, except for--

- (1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition;
- (2) Fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition;
- (3) Firm-fixed-price subcontracts for the acquisition of a commercial item; or
- (4) Fixed-price subcontracts with economic price adjustment, for the acquisition of a commercial item.

(End of clause)

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	SPECIFICATION CD			MAIL
Attachment 002	SOW/CDRLS			EMAIL
Attachment 003	DD254 SECURITY REQ			EMAIL

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offeror.
L	Instructions And Conditions, and Notices to Offerors.

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Regulatory Cite	Title	Date
1 52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 334290 .

(2) The small business size standard is 750 Employees .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- () (i) Paragraph (c) applies.
- () (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applcable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

2	52.207- 4	ECONOMIC PURCHASE QUANTITY - SUPPLIES	AUG/1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

PRICE

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Name of Offeror or Contractor:

ITEM	QUANTITY	QUOTATION	TOTAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN OCT/2000
2006) - ALTERNATE I (APR 2002) AND ALTERNATE II (OCT 2000)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

Emerging small business means a small business concern, whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service --

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 27 of 40****PIIN/SIIN** W58RGZ-07-R-0506**MOD/AMD****Name of Offeror or Contractor:**

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN)

____ TIN: _____

____ TIN has been applied for.

____ TIN is not required because:

____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

____ Offeror is an agency or instrumentality of a foreign government;

____ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

____ Sole proprietorship;

____ Partnership;

____ Corporate entity (not tax-exempt)

____ Corporate entity (tax-exempt)

____ Government entity (Federal, State, or local);

____ Foreign government;

____ International organization per 26 CFR 1.6049-4;

____ Other _____

(5) Common Parent.

____ Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ____ is, ____ is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ____is, ____ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ____ is, ____ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ____ is, ____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ____ is, ____ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it is ____ a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ____ is, ____ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

Number of Employees		Average Annual Gross Revenue	
____	50 or fewer	____	\$1 million or less
____	51 - 100	____	\$1,000,001 - \$2 million
____	101 - 250	____	\$2,000,001 - \$3.5 million
____	251 - 500	____	\$3,500,001 - \$5 million
____	501 - 750	____	\$5,000,001 - \$10 million
____	751 - 1,000	____	\$01,000,001 - \$17 million
____	over 1,000	____	over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either --

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Name of Offeror or Contractor:

(A) It _____ is, _____ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It _____ has, _____ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(iii) Address. The offeror represents that its address _____ is, _____ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at

<http://www.arnet.gov/References/sdbadjustments.htm>

The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that --

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) The offeror shall check the category in which its ownership falls:

- _____ Black American.
- _____ Hispanic American.
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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Name of Offeror or Contractor:

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

- (d) Representations required to implement provisions of Executive Order 11246 --
- (1) Previous Contracts and Compliance. The offeror represents that --
- (i) It _____ has, _____ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It _____ has, _____ has not, filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that --
- (i) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.)By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) clause 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies the the following supplies are Free Trade Agreement country end products (other than Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--

Name of Offeror or Contractor:

Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Moroccan End Products) or Israeli End Products

Line Item No.

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

Canadian End Products

Line Item No.: _____

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

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(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ___ Have, ___ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126) (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed end products.

Listed End Product

-1-

Listed Countries of Origin

-2-

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

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(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications -- Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

(End of provision)

4 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS JUN/2005

(a) Definitions.

As used in this clause --

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it --

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it --

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204- 6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
2	52.212- 1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	SEP/2006
3	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
4	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

5	52.252- 1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR Clauses:
www.arnet.gov/far

DFARS Clauses:
www.dtic.mil/dfars

Clause Deviations:
www.acq.osd.mil/dp/dars/classdev.html

6	52.252- 5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.7 PROPOSAL SUBMISSION.

To be considered for award, an offeror must submit a complete response to the RFP, including everything requested in this section.\~\~ The offeror shall submit a proposal which is comprehensive enough to provide the basis for a sound evaluation by the Government.\~ Information provided should be precise, factual, and complete.\~ Legibility, clarity, completeness, and responsiveness are of the utmost importance.\~ Any proposal which does not offer, as a minimum, that which is requested within this solicitation, may be determined to be substantially incomplete, and therefore unresponsive, and not warrant further evaluation or discussions.\~ Proposals shall be sufficiently detailed to enable the Government to determine the acceptability of the proposal solely from its contents.\~ The Government will not assume or consider anything that is not specifically addressed in the proposal.\~ However, when evaluating the offeror's Past Performance, the Government reserves the right to evaluate outside data bases, sources, and contracts that may not be included in the Past Performance Volume.\~ It is incumbent upon offerors to submit proposals which are responsive to the Government's requirements, without excessive detail, and which clearly present the offeror's capabilities and offer.

a * The offerors proposal shall be submitted in three separately bound volumes. All documents submitted shall have a cover page with the identifying RFP title, the solicitation number, volume number, volume title and name and mailing address of the offeror.\~ NOTE:\~ If the offeror's records are currently under audit cognizance of a Government audit agency, the address and telephone number of that office should be furnished in the price proposal.\~ If data is applicable to several volumes, the offeror shall include that data in all volumes.\~ All information pertaining to price shall be confined to the price volume.\~ The proposals shall be bound in a manner that allows for the insertion of replacement pages.\~ All volumes shall contain a table of contents and a list of figures.\~ Each page shall be numbered consecutively within each volume.\~ Page one of a volume shall be the first page after the table of contents and list of figures.

b *The following volumes shall be submitted:

<u>*Volume #</u>	<u>Volume Title</u>	<u>Copies Required</u>	<u>Page Limit</u>
Volume I	Technical	3	25
Volume II	Price	3	As Required
Volume III	Production Capabilities	3	15
Volume IV	Past Performance	3	15

a *No classified information shall be contained in any volume of the proposal, but if applicable, shall be contained in an attached classified appendix to Volume I with the appropriate classification marking clearly visible.\~ It shall be referenced within the unclassified volume and shall count against the page limitation.

b *All volumes and attached documents shall be printed on 8 \'\bd x 11 paper.\~ Narratives shall be in letter quality no

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smaller than 10 point.\~ Foldouts may be used for visual aids provided they are fully contained within a single 11 x 17 page.\~ One sheet shall count as two pages except where the format requires blank back pages.\~ Pages shall have at least a \'\bd margin on all four edges.\~ Unless otherwise directed by these instructions, all other material submitted by the offeror will be counted against the offerors page limitation.

c All proposals must clearly and convincingly demonstrate that the prospective offeror has a thorough understanding of the requirements and associated risks.\~ Additionally, the offeror must demonstrate ability, willingness, and competency to devote resources to meet the requirements, and have valid and practical solutions for all requirements.\~ Statements that the prospective offeror understands, can, and will comply with the specifications, using general statements paraphrasing or restating the statement of work requirements or parts thereof, with phrases such as "Standard procedures will be employed" or "Known techniques will be used" are inadequate and unsatisfactory.\~ The proposals must clearly demonstrate the capability of the contractor to meet the requirements of the solicitation.

L.8 VOLUME I - TECHNICAL

SECTION 1 General Technical Approach

The proposal shall provide the following:

--A technical description of the offerors proposed approach, including the identification of and level of technical maturity of Commercial Off The Shelf (COTS) and/or commercial components that are proposed for use in the offerors proposed solution, as well as a description of the level of integration or modifications necessary to satisfy the GMR requirements. The offerors technical description shall also identify and provide a technical assessment of any risks associated with the interface and/or compatibility of the selected COTS/commercial components and the identification of any special packaging considerations necessary for implementation.

SECTION 2 GMR Hardware Compliance

The proposal shall provide the following:

--A crosswalk matrix, which provides the offerors projections regarding the degree to which the proposed hardware solution is, or will be, compliant to each GMR specification requirement. Each requirement shall include the technical basis or rationale that was used to support the specified performance projections. In addition, the offerors crosswalk matrix shall highlight any areas of non compliance and/or any areas where significant risk of compliance still remain.

--For any known areas of non compliance, describe future engineering changes that could be implemented to address the identified system shortcomings.

L.9 VOLUME II PRICE

SECTION 1 Price

--Fixed price to perform GMR Statement of Work requirements and deliver four GMRs.

SECTION 2 - Price Realism GMR Projected Unit Cost.

--A detailed bottoms up estimate of the projected unit price, for evaluation purposes only, is required under this solicitation to evaluate the projected unit price of the proposed GMR hardware. The price rationale shall be based upon a production quantity of 500 units, and shall provide sufficient information, to include pertinent assumptions, for the Government to trace through the methodology used to develop the labor hours, materials and other direct costs that the offeror estimated for the projected unit price.

--Each breakdown shall contain the following:

-Material. A breakdown of components or materials that are a significant contribution (more than 15%) of the total projected material cost.

-Subcontracts. The proposed prices associated with each subcontract are to be identified. Proposed subcontracting pricing arrangements (including risk and price controls) shall be included. Any difference between the subcontractors proposed price and the prime contractors proposed prices for that subcontractor must be accompanied with an explanation.

-Interdivisional Effect. Breakdown shall include name of division, nature and extent of work.

-Direct Labor. A separate listing by type. The type of labor shall be broken down by labor category, by year showing hours and rates. A cross reference of labor category by labor type shall be provided.

-Indirect Expenses. For each price breakdown submitted, the offeror shall identify the individual rates applied to each respective price element, the base to which the rate is applied and the amount proposed.

-Other Direct Costs. Shall be provided showing how the prices were derived.

-Any other prices not specifically addressed above shall be presented in a manner that will enable the Government to conduct a thorough, comprehensive and detailed evaluation of the proposed prices.

L.10 VOLUME III - PRODUCTION CAPABILITIES

The proposal shall describe the capability and understanding necessary to accomplish a potential Phase II Production contract. The proposal shall provide a description of the offerors production capabilities in the following elements:

SECTION 1 - Configuration Management

The proposal shall provide the following:

--Organization: Description and graphic portraying the contractor's organization with emphasis on the Configuration Management (CM) activities, including: the relationships and integration of the project organization; responsibility and authority for CM of all participating groups and organizations including their role in configuration control boards, and the integration of CM functions with other program activities.

--Configuration Control: A description of the offerors internal procedures for the classification of changes, and the level of

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authority for change approval/concurrence. In addition, the offeror shall describe the internal processing of Class I and II Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Requests for Waiver (RFWs) and Notices of Revision (NORs).

--Configuration Status Accounting: The procedures for collecting, recording, processing and maintaining data necessary to provide status accounting information via reports and/or database access as related to the identification of current approved configuration documentation and configuration identifiers associated with each Configuration Item (CI), the status of proposed engineering changes from initiation to implementation, disposition of discrepancies, status of requests for critical and major deviations and traceability of changes from baselined documentation of each CI.

SECTION 2 - Production/Manufacturing Facilities, Tooling, and Equipment.

The proposal shall provide the following:

--A description of the offerors production and manufacturing capabilities, to include facilities, tools, and equipment necessary to satisfy Phase II production requirements. Space and associated equipment shall be defined for material receiving, storage, inspection and build of item. If the offeror does not have or cannot obtain in-house Phase II Production Capabilities, then the offeror shall describe his plan to accomplish this effort utilizing subcontractors.

SECTION 3 Quality Assurance Program

The proposal shall provide the following:

--A description of the offerors Quality Assurance Program. At a minimum the following topics are to be discussed: type of quality assurance program (ISO 9001, etc.); program certification if appropriate; process control; use of travelers; personnel training; product acceptance; supplier selection and vendor management; inspection; inspection, measuring and test equipment certification program, and method for validation of the acceptance test equipment.

--The offeror shall describe his processes and procedures for monitoring processes and maintaining control. The offeror shall describe the statistical methods used, the process for evaluating data, and the procedures for implementing corrective actions.

L.11 VOLUME IV PAST PERFORMANCE

The offeror shall submit a description of three Government technical services, hardware development, and/or production/manufacturing contracts performed during the past three years that are relevant to the efforts required by this solicitation. Each description, including the performance narrative, is limited to a maximum of three pages each for each contract.\~ If there is no (or limited) relevant Government experience, additional relevant commercial experience may be used.\~ This section shall be organized into the following:

Contract Descriptions:

The description shall include information in the following format:

- a. Your and/or your major subcontractor(s) places of performance, CAGE Code and DUNS number.
- b. Government (or commercial) contracting activity, address, telephone and facsimile numbers.
- c. Procuring Contracting Officers name, electronic mail address (if available), telephone and facsimile numbers.
- d. Government (or commercial) Contract Administration activity, and the name, electronic mail address (if available), telephone and facsimile numbers.
- e. Government (or commercial) Contract Administrative activity, and the name, electronic mail address (if available), telephone and facsimile numbers of the Administrative Contracting Officer (ACO).
- f. Government (or commercial) Contract Administration activities Pre-Award Monitors name, electronic mail address (if available), telephone and facsimile numbers.
- g. Contract number.
- h. Contract award date.
- i. Contract type.
- j. Award price/cost.
- k. Final, or projected final, price/cost.
- l. Original delivery schedule.
- m. Final, or projected final, delivery schedule.

The offeror shall include a summary chart that lists items a through m for each contract listed.

The offeror shall provide a specific narrative explanation on each contract cited describing the objectives achieved and detailing how the effort is similar to the requirements of this solicitation.\~ For the Government contracts that did not/do not meet cost, schedule, or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective actions taken to avoid recurrence.\~ The offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offeror shall also provide a copy of any cure notices or show cause notices received on each contract listed and a description of any corrective action taken.\~ The offeror shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.\~\~

*** END OF NARRATIVE L 0001 ***

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EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
2	52.212-2	EVALUATION - COMMERCIAL ITEMS	JAN/1999

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: technical, price, production capabilities.

M.3 BASIS FOR AWARD. The overall EDM GMR program consists of two phases. The current SOW describes the GMR Phase I requirements to deliver four GMRs and may be awarded to two contractors. The results of this phase shall become the basis for Phase II Production proposal activity leading to a down select to a single GMR contractor that will conduct the production phase of the EDM GMR. Therefore, it is essential to ensure that the winner(s) of the GMR Phase I contract has the ability to perform the final production phase. Award of a contract for the GMR Phase I will be based on the results of a complete Government evaluation IAW this section. The Government reserves the right to select the proposal that it determines will provide the best overall value to the Government. Award may be made to other than the lowest price offeror.

M.4 EVALUATION OF PROPOSALS. Offerors are cautioned to ensure that their proposals are complete in all areas and are submitted on the most favorable terms to reflect their best potential. Anything less may result in being non-responsive, outside the competitive range, or unacceptable, and may be the basis for non-selection. Proposals must be realistic in terms of technical requirements, schedule, and price. Offers that are unrealistic, including unrealistically low price proposals, will be judged to reflect a lack of understanding of the program requirements. Where proposals are unrealistic this can be a basis for either low ratings or non-selection.

M.5 FACTORS AND SUBFACTORS TO BE EVALUATED. Initial evaluation of proposals will be divided into four factors:

- a. *.Technical
 - b. Price
 - c. Production Capabilities
 - d. Past Performance

The factors and subfactors to be evaluated are listed in M.5.1, M.5.2, M.5.3 and M.5.4. The relative importance of the factors is: Technical is more important than price, which is more important than production capabilities and past performance. Past performance and production capabilities are equal. The relative importance of the combined Technical, Production Capability and Past Performance factors is of significantly greater value than the Price factor alone. Proposals will be evaluated as set forth below.

M.5.1 TECHNICAL. The technical factor will be divided into the following subfactors:

- a. *.General Technical Approach
- b. Compliance Matrix

The relative importance of the subfactors is:
General Approach equals Compliance Matrix.

M.5.2 Price. Price will be divided into the following subfactors:

- a. Price Acceptable price based on Government available funds. Limit \$300,000 per contractor (pass/fail criteria only)
- b. Price Realism - Projected Unit Price (Rank order comparison of adjusted unit prices. Price adjustments will be made based upon a price realism assessment).

M.5.3 Production Capabilities. Production Capabilities will be divided into the following subfactors:

- a. *.Configuration Management
- b. Production/Manufacturing Facilities, Tooling, and Equipment
- c. Quality Assurance Program

The relative importance of the subfactors is: Configuration Management equals Production/Manufacturing equals Quality Assurance

M.5.4 Past Performance. The technical team will conduct a risk analysis in order to identify the risk(s) to the Government, based upon past contract performance, with each offerors proposal in accordance with procedures outlined in Section M.6.4.

M.6 EVALUATION APPROACH.

M.6.1 TECHNICAL. The evaluation process will consider the extent to which the proposal demonstrates a clear understanding of the RFP requirements and the extent to which the technical requirements have been considered, defined, and satisfied. The evaluation process will also consider the following subfactors:

- a. *General Technical Approach. The following will be evaluated for acceptability: The extent to which the proposal identifies the Approach/Methodology to be used in identifying Commercial Off-The-Shelf (COTS) and/or commercial components and existing technology to be incorporated into the proposed solution. The extent to which the proposal identifies technical risk associated with the proposed solution. The strength of the proposed approach and/or methodology, to include any innovative approaches, novel thought processes employed or any other unique details that demonstrate the ability to successfully identify and incorporate commercial components and existing technology into the proposed solution. The degree to which the proposed solution is considered logical, realistic, and feasible.
- b. *Compliance Matrix. The following will be evaluated for acceptability: The degree to which the compliance matrix identifies each GMR specification requirement and projected degree of GMR compliance. The strength of the technical basis used to support the specified performance projections. The approach for identifying and resolving non-compliance issues and the description of future engineering changes to correct system shortcomings.

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M.6.2 PRICE. The evaluation process will consider the following:

a. Price Realism. Price will be analyzed from the perspective that the total price is fair and reasonable, and offers the best value to the Government. Limit \$300,000 per contractor (pass/fail criteria only). Exceeding the Government estimated funds available will be grounds for the Government not awarding the contract and selecting an offeror whose price falls at or below the funds available.

b. Projected Production Unit Price for GMR. The projected unit price will be evaluated for price realism. The price rationale shall be based upon a production quantity of 500 units, and shall provide sufficient information, to include pertinent assumptions, for the Government to trace through the methodology used to develop the labor hours, materials and other direct costs that the offeror estimated for the projected unit price Major cost elements of both prime and any major subcontractors proposals will be reviewed to determine if they are realistic and reasonable for the effort to be performed, reflect a clear understanding of the requirements and are consistent with the Technical Volume. The proposed approach on meeting the unit price goal will be evaluated. Each cost element proposed will be evaluated separately. The evaluated rates and factors will be applied to the assessment performed by the Technical Evaluation Team of the quantitative and qualitative aspects of the proposed labor hours, skill mix, materials, travel and other direct costs.

M.6.3 PRODUCTION CAPABILITIES. The evaluation process will consider the extent to which the proposal substantiates the capability to accomplish and to show a clear understanding of each of the Phase II Production efforts. The evaluation process will also consider the following subfactors:

a. Configuration Management. The following will be evaluated for acceptability:

Organization: The organization chart and description depicting the functions and responsibilities of its CM activities, control effort, the line of control from management; and the position of the function within the overall organization, specifically with respect to the integration of the CM program with the other functional areas in the design, test, production, management processes and their role in the configuration control board.

Configuration Control: The description of the offerors internal procedures for the classification of changes, and the level of authority for change approval/concurrence, the description of the internal processing of Class I and II Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Requests for Waiver (RFWs) and Notices of Revision (NORs).

Configuration Status Accounting: The description of the procedures for collecting, recording, processing and maintaining data necessary to provide status accounting information via reports and/or database access as related to the identification of current approved configuration documentation and configuration identifiers associated with each Configuration Item (CI), the status of proposed engineering changes from initiation to implementation, disposition of discrepancies, status of requests for critical and major deviations and traceability of changes from baselined documentation of each CI.

b. Production/manufacturing Facilities, Tooling, and Equipment. The following will be evaluated for acceptability: A description of the offeror production and manufacturing capabilities to satisfy Phase II production requirements. The space and associated equipment defined by the offeror for material receiving, storage, inspection and build of item.

c. Quality Assurance Program. The following will be evaluated for acceptability: A description of the offerors generic approach to quality control and its specific approach as it relates to the GMR requirements. The specific approach shall include type of quality assurance program, identification of ANSI / ISO / Q9001:2000 certification information, if applicable, to include: level of certification attained, identification of certifying agency, date of certification (certification currency), and plans to ensure certification levels are maintained. The policies and procedures that will be employed to achieve a successful quality control program encompassing process control; technical documentation development and control; use of travelers; personnel training; inspection criteria; and methods for hardware samples and production articles acceptance; inspection, measuring and test equipment certification; method of validation of acceptance test equipment; discrepancy trend analysis; statistical methods used; Government / Contractor interface; process for evaluating data; correction of deficiencies; and feedback procedures to the Government for continued improvement of the quality control process.

M.6.4 PAST PERFORMANCE. The evaluation will assess the relative risks associated with the offerors likelihood of success in performing the solicitations requirements as indicated by that offerors record of past performance. A significant achievement, problem, or lack of relevant data in the past performance can become an important consideration in the source selection process. A negative finding under past performance may result in an overall high-risk rating. Therefore, offerors should include all relevant past efforts, including demonstrated corrective actions, and if large business, small and small disadvantaged business goal accomplishments in their proposal. Offerors are cautioned that in conducting the past performance assessment, the Government may use data provided in the offerors proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving good past performance rests with the offeror. The Government will conduct an assessment of the offerors past performance as it relates to the probability of successful accomplishment of the required effort. The Government will focus its inquiry on the past performance of the offeror as it relates to all solicitation requirements. These requirements include all aspects of price, schedule, and performance, including the contractor's record of containing and forecasting costs on any previously performed contracts; the contractor's adherence to contract schedules; for large businesses only, record of meeting Small and Small Disadvantaged Business subcontracting goals and generally, the contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction.

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